



JMYT-224US1

PATENT

#3

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Ian William Carpenter et al. : Art Unit:
Application No.: 09/832,378 : Examiner:
Application Submitted: April 11, 2001 :
For: CATALYTIC GENERATION OF HYDROGEN :

**PETITION TO PERMIT FILING ON BEHALF OF
NONSIGNING INVENTOR UNDER 37 C.F.R. § 1.47(b)**

Box DAC
Assistant Commissioner for Patents
Washington, D.C. 20231

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S I R :

This is a petition to permit acceptance of an application filed by Johnson Matthey, PLC as the 37 C.F.R. § 1.47(b) applicant on behalf of joint non-signing inventors under 37 C.F.R. § 1.47(b) in the above application. It is respectfully requested that the PTO accept the enclosed Declaration signed by an officer of Johnson Matthey, PLC on behalf of the non-signing inventors. As set forth in the accompanying Statements of Fact, the non-signing inventors, Ian Carpenter and John Hayes, both signed an initial declaration identifying the application on September 25, 2000. Prior to the filing of this executed Declaration, it was noted that the executed Declaration was somewhat ambiguous in identifying the specification. When presented with an unambiguous Declaration, Mr. Carpenter refused to sign, as established by the accompanying documents. However, Mr. Hayes did sign an unambiguous declaration for application on February 24, 2001, submitted herewith.

When presented with the express refusal to sign by Mr. Carpenter, the applicants proceeded to prepare documents for submission under 37 C.F.R. § 1.47(a), and requested that Mr. Hayes expressly sign as a joint inventor on behalf of the non-signing inventor. Mr. Hayes refused to execute a supplemental Declaration on behalf the non-signing inventor. Mr. Hayes made an express oral refusal to sign on behalf of the non-signing inventor on April 9, 2001, as detailed in the accompanying Statements of Fact.

The applicant filed the above referenced continuation application to prevent statutory abandonment of rights to this invention on April 11, 2001.

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Declaration documents correctly identifying the continuation application were presented to both joint inventors, for their execution with instructions that failure to return the signed documents by June 29, 2001 would be regarded as an express refusal to sign.

In accordance with 37 C.F.R. § 1.47(b), the applicant supplies the following in support of this petition:

- (1) A Statement of Facts by Frances Strange, Patent Administrator, Johnson Matthey Group Patents and Agreements, setting forth diligent efforts performed to secure the non-signing inventors signatures;
- (2) A Statement of Facts by Ian Wishart, Department Manager, Johnson Matthey Group Patents and Agreements, setting forth the expressed refusal to sign by Mr. Carpenter for the parent application;
- (3) Documentary evidence supporting the diligent efforts made to secure the non-signing inventor's signature, including:
 - i) Copies of correspondence sent to Ian Carpenter on August 24, 2000; December 7, 2000; February 19, 2001; June 15, 2001; and related registered post receipts;
 - ii) Copies of Declaration and Assignment documents executed by Ian Carpenter on September 25, 2000;
 - iii) Copies of correspondence sent to John Hayes on November 14, 2000; February 19, 2001; March 22, 2001; June 15, 2001; and related registered post receipts;
 - iv) Copies of Declaration and Assignment documents executed by John Hayes on November 15, 2000 and February 24, 2001;
- (4) Documentary evidence establishing proof of the applicant's proprietary interest, including:
 - i) Copies of an Assignment signed by Ian Carpenter and John Hayes identifying the invention;
 - ii) Employment agreements for Mr. Carpenter and Mr. Hayes;
- (5) Proof of Irreparable Damage is established in compliance with the MPEP 409.03(g) by the claim to priority under 35 U.S.C. § 119 expressed on the signed Declaration.

- (6) The name and last known addresses of the joint non-signing inventors are:

Ian Carpenter
Ivydene
Latchen
Longhope
Gloucestershire, GR17 0QB

and

John Hayes
5 Elm Court
Sonning Common
Reading RG4 9ND

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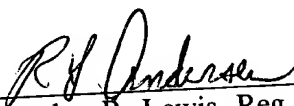
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- (6) The petition fee set forth in 37 C.F.R. § 1.17(i).

Applicant request that the enclosed Declaration signed by Ian Wishart as an officer of Johnson Matthey, PLC on behalf of himself and the non-signing inventors be accepted.

Respectfully Submitted,



Christopher R. Lewis, Reg. No. 36,201
Robert L. Andersen, Reg. No. 25,771
Pamela D. Politis, Reg. No. 47,865
Attorneys and Agent for Applicants

PDP/
Enclosures

Dated: July 2, 2001

Suite 301
One Westlakes, Berwyn
P.O. Box 980
Valley Forge, PA 19482-0980
(610) 407-0700

The Assistant Commissioner for Patents is hereby authorized to charge payment to Deposit Account No. 18-0350 of any fees associated with this communication.

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage in an envelope addressed to: Assistant Commissioner for Patents, Washington, DC 20231 on:

7/16/01

Date



Robert L. Andersen



JMYT-224US1

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Ian William Carpenter et al. : Art Unit:
Application No.: 09/832,378 : Examiner:
Application Submitted: April 11, 2001 :
For: CATALYTIC GENERATION OF HYDROGEN :

**STATEMENT OF FACTS IN SUPPORT OF FILING ON BEHALF OF
NONSIGNING INVENTORS (37 C.F.R. § 1.47)**

Assistant Commissioner for Patents
Washington, D.C. 20231

This statement is made as to the exact facts that are relied upon to establish the diligent effort made to secure the execution of the declaration by the nonsigning inventors for the above-identified patent application before deposit thereof in the Patent and Trademark Office.

This statement is being made by the available person having first-hand knowledge of the facts recited therein.

IDENTIFICATION OF PERSON MAKING THIS STATEMENT OF FACTS

Frances E. Strange
Patent Administrator
Johnson Matthey Group Patents and Agreements

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DETAILS OF REFUSAL OF NONSIGNING INVENTOR
TO SIGN APPLICATION PAPERS

The following efforts were made to secure the execution of the nonsigning inventor:

- 1) On August 24, 2000, initial Declaration and Assignment papers for Application No. 09/646,497 were sent from Johnson Matthey Technology Centre to Ian Carpenter at 52 Park Road, Stapleton, Bristol, BS16 1AU.
- 2) In October, 2000, the initial Declaration and Assignment documents were received by Johnson Matthey. Ian Carpenter had executed the initial documents on September 25, 2000.
- 3) On October 12, 2000, the initial Declaration and Assignment documents were sent to John Hayes at 5 Elm Court, Sonning Common, Reading, RG4 9NH.
- 4) On 14 November, 2000, a letter was sent to John Hayes at 5 Elm Court, Sonning Common, Reading, RG4 9NH, reminding him of the need to sign the documents sent on 12 October, 2000.
- 5) In November, 2000, the initial executed Declaration and Assignment documents were received by Johnson Matthey. John Hayes had executed the initial documents on November 15, 2000.
- 6) On December 6, 2000, a notice from our US representatives indicated that the executed Declaration was somewhat ambiguous as to the identification of the invention specification because a box was unmarked, yet data was inserted to identify the PCT application.
- 7) On December 7, 2000, a replacement Declaration (and Assignment) documents were sent to Ian Carpenter at 52 Park Road, Stapleton, Bristol BS16 1AU.
- 8) In a telephone conversation in January, 2001, Ian Carpenter informed us of his new address, Ivydene, Latchen, Longhope, Gloucestershire, GR17 0QB.
- 9) On February 19, 2001, a letter was sent via registered post to Ian Carpenter at Ivydene, Latchen, Longhope, Gloucestershire, GR17 0QB, along with unexecuted Documents and patent application for his execution. The letter explained to Mr. Carpenter that failure to return executed documents by March 5, 2001 would indicate his refusal to sign.
- 10) On February 19, 2001, a letter was sent via registered post to John Hayes at 5 Elm Court, Sonning Common, Reading, RG4 9NH, along with unexecuted Documents and patent application for his execution. The letter explained to Mr. Hayes that failure to return executed documents by March 5, 2001 would indicate his refusal to sign.
- 11) On 28 February, 2001, the Documents sent to John Hayes on February 19, 2001, were received by Johnson Matthey. John Hayes had executed the documents on 24 February 2001.
- 12) On 22 March, 2001, a supplementary Declaration was sent to John Hayes at 5 Elm Court, Sonning Common, Reading, RG4 9NH, specifying his signing on behalf of a non-signing joint inventor.

- 13) On June 15, 2001, a letter was sent via registered post to Ian Carpenter at Ivydene, Latchen, Longhope, Gloucestershire, GR17 0QB, along with unexecuted Documents and patent application related to the above identified continuation application for his execution. The letter explained to Mr. Carpenter that failure to return executed documents by June 29, 2001 would indicate his refusal to sign.
- 14) On June 15, 2001, a letter was sent via registered post to Mr. J. W. Hayes at 5 Elm Court, RG4, 9ND, along with unexecuted Documents and patent application related to the above identified continuation application for his execution. The letter explained to Mr. Hayes that failure to return executed documents by June 29, 2001 would indicate his refusal to sign.
- 15) As of the date of this Statement of Facts, no reply has been received from the inventors to the letters of June 15, 2001.

Date: 10 July 2001

F. E. Strange
Frances E. Strange

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(3) Documentary evidence supporting the diligent efforts made to secure the non-signing inventor's signature, including:

- i) Copies of correspondence sent to Ian Carpenter on August 24, 2000; December 7, 2000; February 19, 2001; June 15, 2001; and related registered post receipts;



Johnson Matthey

Technology Centre

Blount's Court, Sonning Common, Reading RG4 9NH UK
Tel: +44 (0) 118 924 2000 Fax: +44 (0) 118 924 2327

Mr I W Carpenter
52 Park Road
Stapleton
Bristol BS16 1AU

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JUL 23 2001

OFFICE OF PETITIONS

24 August, 2000

Our Ref: PFC 1385

Dear Ian

Re: PCT National Phase

We are entering the PCT National Phase in our above patent case. I have enclosed two forms for the USA and one for Canada requiring your signature. Please be good enough to sign and date where indicated, before a witness and return to me in the enclosed stamped, addressed envelope.

Thank you for your assistance in this matter.

Yours sincerely

Frances E Strange (Mrs)
Patent Administrator



Johnson Matthey

Technology Centre

Blount's Court, Sonning Common, Reading RG4 9NH UK
Tel: +44 (0) 118 924 2000 Fax: +44 (0) 118 924 2327



Mr I W Carpenter
52 Park Road
Stapleton
Bristol BS16 1AU

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JUL 23 2001

OFFICE OF PETITIONS

7 December, 2000

Our Ref: PFC 1385 US

Dear Ian

I have been sent a replacement Declaration and Assignment by the US attorneys. Because we were so late in filing the signed documents (they were sent out for signature in August but not received back until November) further information needs to be included. Therefore, please sign and date where indicated and return to me in the enclosed stamped addressed envelope as a matter of urgency.

Thank you.

Yours sincerely

Frances

Frances E Strange (Mrs)
Patent Administrator



Johnson Matthey

Technology Centre

Blount's Court, Sonning Common, Reading RG4 9NH UK
Tel: +44 (0) 118 924 2000 Fax: +44 (0) 118 924 2327

Mr I W Carpenter
Ivydene
Latchen
Longhope
Gloucestershire GR17 0QB

Registered Post

Our Ref: PFC 1385 US

19 February, 2001

Dear Mr Carpenter

**Re: National Stage Patent Application from
International Application No PCT/GB99/0753
Catalytic Generation of Hydrogen
by Ian William Carpenter and John William Hayes
Serial No: 09/646497**

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I refer to my letter of 7 December 2000 enclosing a replacement Declaration and Assignment for signature. As we have not received the executed documents, we have been requested by our US agent to send you the enclosed Declaration and Assignment with attachments and ask that you return these documents signed and dated to us by 5 March 2001. They say that failure to return the executed documents by this time will indicate your refusal to sign.

I have enclosed a stamped addressed envelope for their return.

Thank you for your assistance in this matter.

Yours sincerely

Frances E Strange (Mrs)
Patent Administrator
JM Group Patents and Agreements



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guaranteed next working day by 10.30am

Write details of where your item is going

Name

MR I. V. CARPENTER

Building name or number, and street

IVYDENE LATCHEN

Postcode complete in full

GR 1 7 0 Q B

You can automatically claim up to £250
compensation for lost or damaged items

tick if your items worth more than £250 and you
want a higher compensation limit for an extra price
track or cover up to £1,000 ☐ or up to £2,500 ☐

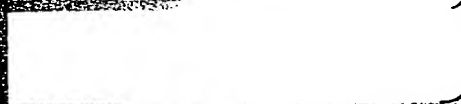
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hand this label to your local delivery office

Reference

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Total price paid £ 3-80	
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Johnson Matthey

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Tel: +44 (0) 118 924 2000 Fax: +44 (0) 118 924 2327

Mr I W Carpenter
Ivydene
Latchen
Longhope
Gloucestershire GR17 0QB

15 June, 2001

Our Ref: PFC 1385 US

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Dear Mr Carpenter

**Re: US 09/832378 Continuation Patent
Catalytic Generation of Hydrogen**

We enclose a Declaration and an Assignment, which require your signature. Please sign and date where indicated and return to me by 29 June 2001. Our US agents inform us that failure on your part to return the signed documents by the 29 June 2001 will be regarded as an express refusal to sign the Declaration or Assignment.

Thank you for your co-operation in this matter.

Yours sincerely

Frances E Strange (Mrs)
Patent Administrator
JM Group Patents and Agreements



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Building name or number, and street

IVYDENE LATCHEN

Postcode complete in full

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your address on the back of package

label to front top left of package

Reference

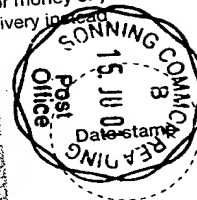
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If your item is lost or damaged...

We'll pay you compensation for the value of your item up to 100 times the price of a basic weight First Class stamp. We do not pay compensation for money, jewellery or other items of value sent Recorded. For a claim form, call 0845 7 740 740 calls charged at local rates, or pick one up at a post office

To check a Postcode...

Call 0845 7 111 222 calls charged at local rates



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(3) Documentary evidence supporting the diligent efforts made to secure the non-signing inventor's signature, including:

ii) Copies of Declaration and Assignment documents executed by Ian Carpenter on September 25, 2000;

(3) Documentary evidence supporting the diligent efforts made to secure the non-signing inventor's signature, including:

iii) Copies of correspondence sent to John Hayes on November 14, 2000; February 19, 2001; March 22, 2001; June 15, 2001; and related registered post receipts;



Mr J W Hayes
5 Elm Court
Sonning Common
Reading RG4 9NH

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14 November, 2000

Our Ref: PFC 1385 CA and US

Dear John

I refer to my letter of 12 October 2000 and its enclosures. I sent three forms requiring your signature, date and witness. As I have not received the documents back from you, I wonder if I can help in any way? Please telephone me on 0118 924 2125 if there is a problem. Otherwise, I look forward to receiving the completed forms in the near future.

Thank you very much for your co-operation in these matters.

Yours sincerely

Frances E Strange (Mrs)
Patent Administrator



Johnson Matthey

Technology Centre

Blount's Court, Sonning Common, Reading RG4 9NH UK
Tel: +44 (0) 118 924 2000 Fax: +44 (0) 118 924 2327

Mr J W Hayes
5 Elm Court
Sonning Common
Reading RG4 9ND

Registered post

19 February, 2001

Our Ref: PFC 1385 US

Dear Mr Hayes

**Re: National Stage Patent Application from
International Application No PCT/GB99/0753
Catalytic Generation of Hydrogen
by Ian William Carpenter and John William Hayes
Serial No: 09/646497**

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In view of the difficulty we are experiencing in obtaining the signatures of the inventors, we have been requested by our US agent to send you the enclosed Declaration and Assignment with attachments and ask that you return these documents signed and dated to us by 5 March 2001. They say that failure to return the executed documents by this time will indicate your refusal to sign.

I have enclosed a stamped addressed envelope for their return.

Thank you for your assistance in this matter.

Yours sincerely

Frances E Strange (Mrs)
Patent Administrator
JM Group Patents and Agreements

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Name
MR. J. W. HAYES

Building name or number, and street
5 ELM COURT

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your receipt Keep this in case you need to claim

For post office completion

Guaranteed delivery date

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Date stamp

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Johnson Matthey

Technology Centre

Blount's Court, Sonning Common, Reading RG4 9NH UK
Tel: +44 (0) 118 924 2000 Fax: +44 (0) 118 924 2327

Mr J W Hayes
5 Elm Court
Sonning Common
Reading RG4 9ND

22 March, 2001

Our Ref: PFC 1385 US

Dear Mr Hayes

**Re: National Stage Patent Application from
International Application No PCT/99/0753
Catalytic Generation of Hydrogen
by Ian William Carpenter and John William Hayes
Serial No: 09/646497**

As Ian Carpenter did not return the documents sent to him for signature, the next step in this matter is to ask you to sign the enclosed Declaration. You will see that there are two places you need to sign and date on pages 2 and 3. Once this is done, please return the Declaration to me in the enclosed stamped addressed envelope.

Thank you for your co-operation in this matter.

Yours sincerely

Frances E Strange (Mrs)
Patent Administrator
JM Group Patents and Agreements

*Chris Brown cycles past John's house
Italgaz Prize -*



Johnson Matthey

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Mr J W Hayes
5 Elm Court
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15 June, 2001

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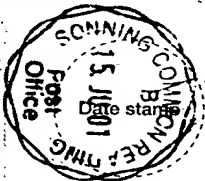
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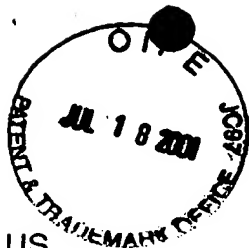
Reference

RA 5312 3550 9GB



(3) Documentary evidence supporting the diligent efforts made to secure the non-signing inventor's signature, including:

iv) Copies of Declaration and Assignment documents executed by John Hayes on November 15, 2000 and February 24, 2001;



USA

PFC 1385 US

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Page 1 of 2

#4

Declaration and Power of Attorney For Patent Application English Language Declaration

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name,

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled CATALYTIC GENERATION OF HYDROGEN the specification of which is attached here to unless the following box is checked:

☐ I was filed on 30 SEPTEMBER 1999 as

United States Application Number or PCT International Application Number PCT/GB99/00753

and was amended on 24 MARCH 2000 (if applicable).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR § 1.56.

I hereby claim foreign priority benefits under 35 U.S.C. § 119(a)-(d) or § 365(b) of any foreign application(s) for patent or inventor's certificate, or § 365(a) of any PCT International application which designated at least one country other than the United States, listed below and have also identified below by checking the box, any foreign application for patent or inventor's certificate, or PCT International application having a filing date before that of the application on which priority is claimed:
Prior Foreign Application(s)

Priority Not Claimed

0306199.7
(Number)

GB
(Country)

24 MARCH 1998
(Day/Month/Year Filed)

☐

POWER OF ATTORNEY: As a named inventor, I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith:

Paul F. Prestia	Reg. No. 23,031	Lawrence E. Ashery	Reg. No. 34,515	Mark J. Marcelli	Reg. No. 36,593
Allan Ratner	Reg. No. 19,717	Christopher R. Lewis	Reg. No. 36,201	Jack J. Jankovitz	Reg. No. 42,690
Andrew L. Ney	Reg. No. 20,300	Robert L. Andersen	Reg. No. 25,771	Jonathan H. Spadt	Reg. No. 45,122
Kenneth N. Nigon	Reg. No. 31,549	Joshua L. Cohen	Reg. No. 38,040	Christopher I. Halliday	Reg. No. 42,621
Kevin R. Casey	Reg. No. 32,117	Daniel N. Calder	Reg. No. 27,424	Scott A Mckeown	Reg. No. 42,866
Benjamin E. Leace	Reg. No. 33,412	Louis W. Beardell, Jr.	Reg. No. 40,506		
James C. Simmons	Reg. No. 24,842	Jacques L. Etkowicz	Reg. No. 41,738		

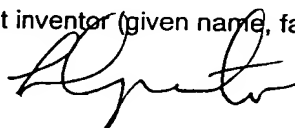
Address all correspondence to:

Ratner & Prestia, Suite 301, One Westlakes, Berwyn PO Box 980, Valley Forge, PA 19482-0980
Address all telephone calls to: at (610) 407-0700.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of sole or first inventor (given name, family name) IAN WILLIAM CARPENTER

Inventor's signature



Date

25th September 2007

Residence 52 PARK ROAD, STAPLETON, BRISTOL BS16 1AU, UNITED KINGDOM.

Citizenship BRITISH

Post Office Address 52 PARK ROAD, STAPLETON, BRISTOL BS16 1AU, UNITED KINGDOM.

Full name of second joint inventor, if any (given name, family name) JOHN WILLIAM HAYES

Inventor's signature



Date

15th November 2007

Residence 5 ELM COURT, SONNING COMMON, READING RG4 9ND, UNITED KINGDOM.

Citizenship BRITISH

Post Office Address 5 ELM COURT, SONNING COMMON, READING RG4 9ND, UNITED KINGDOM.

(4) Documentary evidence establishing proof of the applicant's proprietary interest, including:

- i) Copies of an Assignment signed by Ian Carpenter and John Hayes identifying the invention;
- ii) Employment agreements for Mr. Carpenter and Mr. Hayes;

ASSIGNMENT

WHEREAS, I/we, IAN WILLIAM CARPENTER and JOHN WILLIAM HAYES of 52 PARK ROAD, STAPLETON, BRISTOL BS16 1AU, UNITED KINGDOM and 5 ELM COURT, SONNING COMMON, READING RG4 9NE, UNITED KINGDOM (hereinafter referred to as "ASSIGNOR") have made an invention entitled CATALYTIC GENERATION OF HYDROGEN for which, on even date herewith, the ASSIGNOR executed an application for United States Letters Patent;

WHEREAS, the ASSIGNEE, JOHNSON MATTHEY PUBLIC LIMITED COMPANY of 2-4 COCKSPUR STREET, TRAFALGAR SQUARE, LONDON WC1Y 5BQ, UK a corporation organized and existing under and by virtue of the law of the United Kingdom, is desirous of acquiring the entire interest in and to said invention and the Letters Patent to be obtained therefor;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and of other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, intending to be legally bound, does hereby sell, assign and transfer to the ASSIGNEE the ASSIGNOR'S entire right, title and interest, for the United States of America, its territories and possessions, and for all foreign countries, in said invention, including said patent application, all divisions and continuations thereof, all rights to claim priority based thereon, all rights to file foreign applications on said invention, and all letters patent and reissues thereof, issuing for said invention in the United States of America and in any and all foreign countries.

It is agreed that ASSIGNOR shall be legally bound, upon request and at the expense of the ASSIGNEE or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the undersigned has knowledge or possession, relating to the making and practice of said invention, to testify in any legal proceeding relating thereto, to execute all instruments and do such other acts as may be necessary and proper to patent the invention in the United States of America and foreign countries in the name of the assignee and to execute all instruments proper to carry out the intent of this instrument.

Because ASSIGNOR includes more than one person, these obligations shall apply to those persons both individually and collectively.

ASSIGNOR hereby warrants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

If the invention requires a biological deposit, ASSIGNOR also grants to ASSIGNEE such control over any deposit made by ASSIGNOR as may be necessary to the validity of the patent rights assigned herein.

IN WITNESS WHEREOF, this Assignment is executed on the day indicated below.

ASSIGNOR #1:

Typed Name: IAN WILLIAM CARPENTER

Ian Carpenter Signature

Date 25th September 2000

Witness as to ASSIGNOR #1: (Optional) _____

ASSIGNOR #2:

Typed Name: JOHN WILLIAM HAYES

John Hayes Signature

Date 1st November 2000

Witness as to ASSIGNOR #2: (Optional) _____

Johnson Matthey

STAFF AGREEMENT

Your contract of employment with your employer, Johnson Matthey PLC ("the Company") is governed by the obligations, terms and conditions contained in the Staff Rule Book, a copy of which you hereby acknowledge you have received, and your letter of offer of employment. Under the terms of your engagement with the Company, you also have the following obligations:—

TRADE SECRETS AND CONFIDENTIAL INFORMATION

During the period of your employment with the Company or any of the Group Companies, you are obliged to keep confidential the trade secrets and business affairs of:—

the Company;
all of the companies within the Johnson Matthey Group of Companies ("the Group Companies");
and their respective customers, suppliers and licensees.

Such trade secrets and business affairs may not be used otherwise than for the benefit of the Company. You must not disclose these matters to any person at any time unless authorised in writing to do so by the Company.

If you leave the employment of the Company for whatever reason, you must hand over to the Company prior to your leaving all notes, records, documents, and other data, as well as copies thereof, relating to the affairs of the Company, all of the Group Companies and their respective customers, suppliers and licensees.

After the termination of your employment with the Company or any of the Group Companies you must not either use, or disclose or divulge to any person the trade secrets of:—

the Company;
the Group Companies;
and their respective customers, suppliers and licensees.

INVENTIONS AND COPYRIGHT

It is important that you appreciate that part of your job may well be to devote attention to improving existing products, methods and processes and to the devising of new ones. Under the Patents Act 1977, any inventions made in the course of your duties belong, as a matter of law, to the Company. You should therefore communicate to the Company at once full particulars of any improvement and/or invention that you may make and assist in the preparation and completion of all necessary documents, drawings and specifications in order to obtain the grant of letters patent or any other protection sought on behalf of the Company. Since the invention belongs to the Company, you must also, at the Company's request and expense, execute and do such deeds, documents, acts and things as may be expedient for the Company to obtain letters patent or other protection in other countries.

In accordance with current law relating to copyright and industrial designs, the Company is absolutely entitled to any copyright existing in work (including drawing and models) made in the course of your employment by the Company. You must therefore promptly communicate to the Company full particulars of every such work.

SUBSEQUENT EMPLOYMENT

The Company wishes to protect only its legitimate interests and in no way desires to prevent you from using your own acquired skills, general knowledge of your trade, initiative and experience if you leave the Company's employment. However, you will appreciate that it is also both reasonable and necessary for the Company to protect itself and the livelihood of its present employees by restricting your use of knowledge of the Company's trade secrets which you may have gained through your employment with the Company.

In order to meet these objectives and in consideration of the Company engaging you in its employment you hereby agree that you will not without the prior written permission of your Personnel Manager.

1. Be directly or indirectly engaged by, concerned in or interested in (whether as a principal, partner, officer, employee, representative, adviser, consultant or in any other capacity) any company, firm or business in a role in which the trade secrets belonging to the Company or any Group Company, knowledge of which you may have acquired during the period of your employment, would be useful to you in your new engagement if you were free to use them in conjunction with your personal knowledge skill and experience acquired in the course of your employment. This limitation shall extend to any country in which the Company or any Group Company carries on a business in which such trade secrets are involved.

This limitation shall continue for a period of 18 months commencing on the date your employment by the Company or any Group Company (whichever shall be the later) ends.

2. Solicit for, or on behalf of, any competitor of the Company or any Group Company for any competitive purpose whatsoever any customer, supplier, licensee or other trade contact of the Company or of any Group Company with whom you have been in regular contact in the course of your duties during the twelve months preceding the termination of your employment by the Company or any Group Company. This limitation shall extend to any country in which you have had such contact during the twelve months preceding the termination of your employment by the Company or any Group Company.

This limitation shall continue for a period of 18 months commencing on the date your employment by the Company or any Group Company (whichever shall be the later) ends.

For the purpose of this document, trade secrets which are covered by this limitation include, but are not limited to, the following:—

- (a) processes;
- (b) formulae;
- (c) the design of products and/or processes in existence or under development;
- (d) methods or results of research;
- (e) financial affairs;
- (f) current and future plans;
- (g) customer lists;
- (h) customers' particular requirements;
- (i) prices and terms and conditions of sale, including discounts and rebate;
- (j) marketing strategies and techniques; and
- (k) detailed knowledge of the workings of the business.

ACCEPTANCE

I accept your offer of employment dated 28/2/97 and I understand that it is subject to the terms and conditions set out in the Staff Rule Book and Staff Agreement (copies of which I have read and are in my possession). I agree that those terms and conditions are reasonable.

I will be able to commence my duties on 1/3/97

Signed *I. Carpenter*

Name I. CARPENTER (in block letters)

Date 7/3/97

Johnson Matthey

STAFF AGREEMENT

Your contract of employment with your employer, Johnson Matthey PLC ("the Company") is governed by the obligations, terms and conditions contained in the Staff Rule Book, a copy of which you hereby acknowledge you have received, and your letter of offer of employment. Under the terms of your engagement with the Company, you also have the following obligations:-

TRADE SECRETS AND CONFIDENTIAL INFORMATION

During the period of your employment with the Company or any of the Group Companies, you are obliged to keep confidential the trade secrets and business affairs of:-

the Company;
all of the companies within the Johnson Matthey Group of Companies ("the Group Companies");
and their respective customers, suppliers and licensees.

Such trade secrets and business affairs may not be used otherwise than for the benefit of the Company. You must not disclose these matters to any person at any time unless authorised in writing to do so by the Company.

If you leave the employment of the Company for whatever reason, you must hand over to the Company prior to your leaving all notes, records, documents, and other data, as well as copies thereof, relating to the affairs of the Company, all of the Group Companies and their respective customers, suppliers and licensees.

After the termination of your employment with the Company or any of the Group Companies you must not either use, or disclose or divulge to any person the trade secrets of:-

the Company;
the Group Companies;
and their respective customers, suppliers and licensees.

INVENTIONS AND COPYRIGHT

It is important that you appreciate that part of your job may well be to devote attention to improving existing products, methods and processes and to the devising of new ones. Under the Patents Act 1977, any inventions made in the course of your duties belong, as a matter of law, to the Company. You should therefore communicate to the Company at once full particulars of any improvement and/or invention that you may make and assist in the preparation and completion of all necessary documents, drawings and specifications in order to obtain the grant of letters patent or any other protection sought on behalf of the Company. Since the invention belongs to the Company, you must also, at the Company's request and expense, execute and do such deeds, documents, acts and things as may be expedient for the Company to obtain letters patent or other protection in other countries.

In accordance with current law relating to copyright and industrial designs, the Company is absolutely entitled to any copyright existing in work (including drawing and models) made in the course of your employment by the Company. You must therefore promptly communicate to the Company full particulars of every such work.

SUBSEQUENT EMPLOYMENT

The Company wishes to protect only its legitimate interests and in no way desires to prevent you from using your own acquired skills, general knowledge of your trade, initiative and experience if you leave the Company's employment. However, you will appreciate that it is also both reasonable and necessary for the Company to protect itself and the livelihood of its present employees by restricting your use of knowledge of the Company's trade secrets which you may have gained through your employment with the Company.

In order to meet these objectives and in consideration of the Company engaging you in its employment you hereby agree that you will not without the prior written permission of your Personnel Manager.

1. Be directly or indirectly engaged by, concerned in or interested in (whether as a principal, partner, officer, employee, representative, adviser, consultant or in any other capacity) any company, firm or business in a role in which the trade secrets belonging to the Company or any Group Company, knowledge of which you may have acquired during the period of your employment, would be useful to you in your new engagement if you were free to use them in conjunction with your personal knowledge skill and experience acquired in the course of your employment. This limitation shall extend to any country in which the Company or any Group Company carries on a business in which such trade secrets are involved.

This limitation shall continue for a period of 18 months commencing on the date your employment by the Company or any Group Company (whichever shall be the later) ends.

2. Solicit for, or on behalf of, any competitor of the Company or any Group Company for any competitive purpose whatsoever any customer, supplier, licensee or other trade contact of the Company or of any Group Company with whom you have been in regular contact in the course of your duties during the twelve months preceding the termination of your employment by the Company or any Group Company. This limitation shall extend to any country in which you have had such contact during the twelve months preceding the termination of your employment by the Company or any Group Company.

This limitation shall continue for a period of 18 months commencing on the date your employment by the Company or any Group Company (whichever shall be the later) ends.

For the purpose of this document, trade secrets which are covered by this limitation include, but are not limited to, the following:-

- (a) processes;
- (b) formulae;
- (c) the design of products and/or processes in existence or under development;
- (d) methods or results of research;
- (e) financial affairs;
- (f) current and future plans;
- (g) customer lists;
- (h) customers' particular requirements;
- (i) prices and terms and conditions of sale, including discounts and rebate;
- (j) marketing strategies and techniques; and
- (k) detailed knowledge of the workings of the business.

ACCEPTANCE

I accept your offer of employment dated 24th OCTOBER 1996 and I understand that it is subject to the terms and conditions set out in the Staff Rule Book and Staff Agreement (copies of which I have read and are in my possession). I agree that those terms and conditions are reasonable.

I will be able to commence my duties on MONDAY 4th NOVEMBER

Signed [Signature]

Name I. CARPENTER (in block letters)

Date 28/10/96

Johnson Matthey

STAFF AGREEMENT

Your contract of employment with your employer, Johnson Matthey PLC ("the Company") is governed by the obligations, terms and conditions contained in the Staff Rule Book, a copy of which you hereby acknowledge you have received, and your letter of offer of employment. Under the terms of your engagement with the Company, you also have the following obligations:-

TRADE SECRETS AND CONFIDENTIAL INFORMATION

During the period of your employment with the Company or any of the Group Companies, you are obliged to keep confidential the trade secrets and business affairs of:-

the Company;
all of the companies within the Johnson Matthey Group of Companies ("the Group Companies");
and their respective customers, suppliers and licensees.

Such trade secrets and business affairs may not be used otherwise than for the benefit of the Company. You must not disclose these matters to any person at any time unless authorised in writing to do so by the Company.

If you leave the employment of the Company for whatever reason, you must hand over to the Company prior to your leaving all notes, records, documents, and other data, as well as copies thereof, relating to the affairs of the Company, all of the Group Companies and their respective customers, suppliers and licensees.

After the termination of your employment with the Company or any of the Group Companies you must not either use, or disclose or divulge to any person the trade secrets of:-

the Company;
the Group Companies;
and their respective customers, suppliers and licensees.

INVENTIONS AND COPYRIGHT

It is important that you appreciate that part of your job may well be to devote attention to improving existing products, methods and processes and to the devising of new ones. Under the Patents Act 1977, any inventions made in the course of your duties belong, as a matter of law, to the Company. You should therefore communicate to the Company at once full particulars of any improvement and/or invention that you may make and assist in the preparation and completion of all necessary documents, drawings and specifications in order to obtain the grant of letters patent or any other protection sought on behalf of the Company. Since the invention belongs to the Company, you must also, at the Company's request and expense, execute and do such deeds, documents, acts and things as may be expedient for the Company to obtain letters patent or other protection in other countries.

In accordance with current law relating to copyright and industrial designs, the Company is absolutely entitled to any copyright existing in work (including drawing and models) made in the course of your employment by the Company. You must therefore promptly communicate to the Company full particulars of every such work.

SUBSEQUENT EMPLOYMENT

The Company wishes to protect only its legitimate interests and in no way desires to prevent you from using your own acquired skills, general knowledge of your trade, initiative and experience if you leave the Company's employment. However, you will appreciate that it is also both reasonable and necessary for the Company to protect itself and the livelihood of its present employees by restricting your use of knowledge of the Company's trade secrets which you may have gained through your employment with the Company.

In order to meet these objectives and in consideration of the Company engaging you in its employment you hereby agree that you will not without the prior written permission of your Personnel Manager.

1. Be directly or indirectly engaged by, concerned in or interested in (whether as a principal, partner, officer, employee, representative, adviser, consultant or in any other capacity) any company, firm or business in a role in which the trade secrets belonging to the Company or any Group Company, knowledge of which you may have acquired during the period of your employment, would be useful to you in your new engagement if you were free to use them in conjunction with your personal knowledge skill and experience acquired in the course of your employment. This limitation shall extend to any country in which the Company or any Group Company carries on a business in which such trade secrets are involved.

This limitation shall continue for a period of 18 months commencing on the date your employment by the Company or any Group Company (whichever shall be the later) ends.

2. Solicit for, or on behalf of, any competitor of the Company or any Group Company for any competitive purpose whatsoever any customer, supplier, licensee or other trade contact of the Company or of any Group Company with whom you have been in regular contact in the course of your duties during the twelve months preceding the termination of your employment by the Company or any Group Company. This limitation shall extend to any country in which you have had such contact during the twelve months preceding the termination of your employment by the Company or any Group Company.

This limitation shall continue for a period of 18 months commencing on the date your employment by the Company or any Group Company (whichever shall be the later) ends.

For the purpose of this document, trade secrets which are covered by this limitation include, but are not limited to, the following:-

- (a) processes;
- (b) formulae;
- (c) the design of products and/or processes in existence or under development;
- (d) methods or results of research;
- (e) financial affairs;
- (f) current and future plans;
- (g) customer lists;
- (h) customers' particular requirements;
- (i) prices and terms and conditions of sale, including discounts and rebate;
- (j) marketing strategies and techniques; and
- (k) detailed knowledge of the workings of the business.

ACCEPTANCE

I accept your offer of employment dated .. 2/2/98 .. and I understand that it is subject to the terms and conditions set out in the Staff Rule Book and Staff Agreement (copies of which I have read and are in my possession). I agree that those terms and conditions are reasonable.

I will be able to commence my duties on 1st MARCH 1998

Signed .. *I. Carpenter*

Name .. I. CARPENTER .. (in block letters)

Date .. 3/2/98



Johnson Matthey

Staff Agreement

As an employee you will be aware that your employer has certain obligations imposed upon him that he must observe and apply on your behalf e.g. Health and Safety legislation, pension rights and rights against unfair dismissal. However, you should also be aware that you have obligations to Johnson Matthey in return; these are set out below:

Confidential Information

According to English law you are obliged to keep confidential the business affairs and trade secrets* of your employer who in this case is Johnson Matthey Public Limited Company; this obligation to keep trade secrets extends to all of the companies within the Johnson Matthey Group, and the relevant business of their customers, suppliers and licensees both during and after the period of your employment. You must not disclose these matters to any unauthorised person.

If you leave the company, you must hand over all notes, records, documents or copies relating to the company's affairs.

Inventions and Copyright

If you are employed in a technical capacity, it is important that you appreciate that part of your job may well be to devote attention to improving existing products, methods and processes and to the invention of new ones. As a matter of course you are obliged to communicate to the company full particulars of any invention you may make and to assist in the preparation of all necessary documents, drawings and specifications wherever needed in order to obtain the grant and execution of letters patent or any other protection sought. In order that the company may conform with the laws of other countries, your interest in any invention you may make must be assigned to the company (any cost of which will of course be borne by the company). In accordance with current law relating to copyright and industrial designs, the company is absolutely entitled to any copyright existing in work (including drawings and models) made in the course of your employment by the company. You must therefore promptly communicate to the company full particulars of every such work.

Subsequent Employment

The company wishes to protect its legitimate interests and would in no way prevent you from using your own acquired skills, general knowledge of your trade, initiative and experience if you leave the company's employment. However, you will appreciate that it is also both reasonable and necessary for the company to protect the livelihood of its present employees by restricting your use of knowledge of the company's trade secrets* which you may have gained through your employment with the company. In order to meet these objectives you agree that you will not without the prior written permission of the Company Secretary:

1. Work for or cooperate with any person, firm or company (either on your own or with any other person) in any capacity where the nature of your duties might have the effect of leading you to disclose trade secrets* belonging to any company within the Johnson Matthey Group which you may have acquired during the period of your employment.

The company considers that this limitation should run for a period of two years commencing on the date your employment ends.

2. Solicit, for your own or another's purpose, any customer of any company within the Johnson Matthey Group with whom you have been in regular contact in the course of your duties during the twelve months preceding the termination of your employment.

The company considers that this limitation should run for a period of two years commencing on the date your employment ends.

* Some examples of trade secrets are processes, formulae, financial affairs, current and future plans, customer lists, methods or results of research, the design of products in existence or under development, and detailed knowledge of the workings of a specialised business of any company within the Johnson Matthey Group.

Acceptance

I accept your offer of employment dated .. 20th July 1985
and I understand that it is subject to the terms and conditions set out in the Staff Rule Book and Staff Agreement, copies of which I have read and are in my possession.

I will be able to commence my duties on .. 1st January 1986

Signed J.W. Hayes
Date 17/9/85